City of San Bruno and San Bruno Police Bargaining Unit Represented by Teamsters Local #856

Amendment to the

MEMORANDUM OF UNDERSTANDING (MOU)

Pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3510) the parties to the Memorandum of Understanding (MOU) 2012-2016 have agreed to the amendments described below. Except for these amendments, all other provision of the MOU remain unchanged.

Section 6. Salary Plan

The following reflects the understanding as to adjustments, modifications and changes related to salary and/or benefits which were agreed upon:

- (a) 3% increase effective the first full pay period following ratification by the City Council retroactive to first full pay period following January 1, 2018
- (b) 3% increase effective the first full pay period in January 2019
- (c) 3% increase effective the first full pay period in January 2020
- (d) 2% market equity adjustment for all represented ranks effective retroactive to the first full pay period in January 2018

Section 23.1 PERS Membership

- (a) <u>"Classic"</u> employees in sworn public safety classifications shall continue to be covered by the PERS three percent (3%) at age fifty (50) retirement benefit option. <u>Employees shall continue to contribute 9% of pensionable compensation.</u>
- (b) The retirement contract in effect on December 1, 1984, between the City of San Bruno and the Public Employees Retirement System (PERS) on behalf of eligible employees of this unit shall be continued during the term of this Memorandum of Understanding. Final compensation for purposes of calculating retirement benefits shall be based upon the "highest year" method under the Public Employees Retirement System (PERS).
- (c) For employees hired on or after January 1, 2013, their retirement benefit shall be as provided by the California Public Employees' Pension Reform Act of 2013 (PEPRA) and AB340 and AB197. PEPRA members shall pay member contributions pursuant to Government Code Section 7522.30, which shall be at least 50% of normal cost as determined annually by CalPERS, and expressed as a percentage of payroll.

Section 42. Tuition Reimbursement Program

The provisions of this section shall apply to all positions in the unit:

- (a) The City will pay the costs of books and tuition at accredited public institution equivalent to the San Francisco State University tuition rate. If the course is at a private institution, the approval of the City Manager is required and the City reserves the right to pay only a portion of the tuition. The institution may be located in any one of the nine Bay Area counties. For all employees hired into the unit after the date of ratification of this amendment, the maximum tuition reimbursement shall be equivalent to the SFSU (San Francisco State University) tuition for the appropriate program level (undergraduate or graduate) for part time (six units or less per semester) enrollment, and shall not be reimbursed through the City's other reimbursement programs.
- (b) The courses of instruction taken by the employee must be job related and the employee must have obtained prior approval of the department head and the City Manager, if appropriate, prior to taking the course in order to be entitled to reimbursement.
- (c) The employee must receive a passing grade in order to receive reimbursement.
- (d) Reimbursement will be made upon submission to the City of written evidence that the employee obtained a passing grade in the approved course.

Section 43. Term

This Memorandum of Understanding, except as otherwise noted, shall remain in effect for those employees employed in the classifications set forth in Appendix "A" for the period from <u>January 1, 2018, and until December 31, 2020</u> except to the extent that such Memorandum of Understanding may be modified by the parties during such period, and shall continue in full force and effect until either superseded by a subsequent Memorandum of Understanding or by such other action of the City Council affecting wages, hours, and conditions of employment of the employees in classifications covered by this Memorandum of Understanding.

Agreed upon by representatives of the City of San Brur	no:
Agreed upon by representatives of the City of San Brur	2/21/2018
Connie Jackson, City Manager	Date .
Agreed upon by representatives of the San Bruno Police Teamsters Local 856:	e Bargaining Unit, represented by
flee 5	2/25/18
Peter Finn, Secretary-Treasurer	Date